

## **APPENDIX I**

### **INTERAGENCY AGREEMENT BETWEEN THE LDEQ AND THE DPS**

INTERAGENCY AGREEMENT

BETWEEN

LOUISIANA DEPARTMENT OF ENVIRONMENTAL QUALITY  
(Hereinafter referred to as "Department")

AND

DEPARTMENT OF PUBLIC SAFETY  
OFFICE OF STATE POLICE  
P. O. Box 66614  
Baton Rouge, LA 70896  
Tax I.D.# 72-0724657  
(Hereinafter referred to as "Contractor")

Contractor agrees to provide and Department agrees to accept those products and services which are described and incorporated herein, in accordance with the terms and conditions set forth as follows:

1. PROJECT IDENTITY:

This interagency agreement shall be identified as **"Operation of Motor Vehicle Inspection and Maintenance Program"** and by the Interagency Agreement Number assigned as listed above. All invoices and other correspondence submitted to the Department in connection with this agreement shall be identified by this number.

2. CONTRACT TERM:

This agreement shall be effective as of July 1, 2005 and will terminate June 30, 2006.

3. SCOPE OF CONTRACT SERVICES:

Contractor agrees to provide services and/or products in accordance with the specifications set forth in Appendix A, attached hereto and made a part hereof.

4. DEPARTMENT FURNISHED ITEMS:

The Department shall provide the following to assist the Contractor in the performance of its duties:

- a. Appropriate personnel for consultation, as required;  
and
- b. Access to relevant data required in the performance of  
the work, and upon request by the Contractor in  
electronically viewable form when available.

5. NOTICE TO PROCEED:

The Contractor shall proceed with the work upon receipt of an executed agreement which has been approved by the Division of Administration's Office of Contractual Review.

6. COMPENSATION:

The Department shall pay to the Contractor a total sum not to exceed TWO HUNDRED FORTY THOUSAND DOLLARS AND 00/100 (\$240,000.00) for services rendered under this agreement. Travel and other allowable costs shall constitute part of the maximum payable under the terms of this agreement.

The continuation of this contract for FY05/06 is contingent upon the appropriation of funds to fulfill the requirements of the contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

No authority exists for payments which exceed the approved maximum contract amount except through written amendment prior to expiration date of this agreement.

7. PAYMENT:

- a. Reporting Requirements:

**The following reports shall be submitted to the  
Financial Services Division, Louisiana Department of  
Environmental Quality, P. O. Box 4303, Baton Rouge, LA**

**70821-4303 for approval prior to issuance of incremental and final payments:**

- (1) A monitoring report shall be submitted by the Contractor on form DEQ-MR (Appendix C) with each invoice for payment.
- (2) A final summary report shall be submitted by the Contractor on Form DEQ-MR (Appendix C) with the final invoice for payment.
- (3) A procurement summary detailing purchases from Minority/Women Business Enterprises shall be submitted by the Contractor on Appendix D with each invoice for payment.

**b. Payment:**

Payment to the Contractor for services rendered shall be made according to the following:

A maximum of ninety percent (90%) of the total contract amount shall be available for progress payments to the Contractor prior to completion of contract. Invoices for progress payments shall be based upon percentage of work completed and shall be submitted monthly with progress reports.

An invoice for the final payment of ten percent (10%) of the total contract amount shall be submitted upon completion of the project and acceptance of the final report by the Department.

Travel and other allowable expenses shall be reimbursed in accordance with the Division of Administration State General Travel Regulations, within the limits established for State Employees, as defined in Division of Administration Policy and Procedure Memorandum No. 49 (Revised 6-98).

Payments shall be made by the Department within approximately thirty days after receipt of an original and two copies of a proper invoice rendered according to the payment schedule and reports as prescribed in Item a. above and which has been first approved for

payment by the Department's Office of Environmental Assessment/Air Quality Assessment Division.

8. LIAISON:

Department will designate one or more persons of its personnel who have the duty of acting as project manager and/or a point of contact with the Contractor's designated liaison to assure the expeditious execution of this agreement.

9. DELIVERABLES:

The Contractor shall deliver to the Department deliverables as specified in Appendix A as products of the services rendered by the Contractor under the terms of this agreement.

10. OWNERSHIP OF DOCUMENTS:

Upon completion or termination of this agreement, all data collected by the Contractor and all documents, notes, drawings, tracings and files collected or prepared specifically in connection with this work, except the Contractor's personnel and administrative files and equipment purchased pursuant to this agreement, shall become and be the property of the Department, and the Department shall not be restricted in any way whatever in its use of such material. In addition, at any time during the agreement period, the Department shall have the right to require the Contractor to furnish copies of any or all data and all documents, notes and files collected or prepared by the Contractor specifically in connection with this agreement within fifteen (15) days of receipt of written notice issued by the Department.

11. PUBLIC LIABILITY:

The Contractor shall indemnify and save harmless the Department against any and all claims, demands, suits and judgments of sums of money to any party for loss of life or injury or damage to person or property growing out of, resulting from, or by reason of, any negligent act or omission, operation or work of the Contractor, its agents, servants, or employees while engaged upon or in connection

with the services required or performed by the Contractor hereunder.

12. ASSIGNABILITY:

The Contractor shall not assign any interest in this agreement, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the Department thereto; provided, however, that all claims for money due or to become due to the Contractor under this agreement may be assigned to its bank, trust company or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Department.

13. COMPLIANCE WITH LAWS AND PRIME CONTRACT OR GRANT:

The Contractor and its employees, subcontractors and agents shall comply with all applicable Federal, State and Local laws and ordinances, in carrying out the provisions of this contract.

The Contractor is hereby advised that U.S. Environmental Protection Agency Grant No. BG-986403 (105) is being used by the Department to partially fund this contract. Continuation of this agreement after June 30, 2005, contingent upon grant extension approval.

This interagency agreement is a contract between governmental agencies and shall in no way be considered a grant or sub-grant of Federal and/or State monies.

14. COST RECORDS:

The State, through the Legislative Auditor, and/or the Office of the Governor, Division of Administration, and/or the Department of Environmental Quality Internal Audit Section and the Federal Government, through the U.S. Environmental Protection Agency, the Comptroller General of the United States, or any of their duly authorized representatives shall be entitled to audit the books, documents, papers and records of the Contractor and any subcontractors which are reasonably related to this agreement.

The Contractor and its subcontractors shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred and shall make such materials available at their respective offices at all reasonable times during the agreement period and for three years from date of final payment under this agreement, for inspection by the Department and/or Legislative Auditor, and copies thereof shall be furnished if requested.

15. TERMINATION OF CONTRACT FOR CAUSE:

If, in the determination of the Department, the Contractor fails to fulfill in a timely and proper manner its obligations under this agreement or violates any of the covenants, agreements, or stipulations of this interagency agreement, the Department shall thereupon have the right to terminate this agreement by giving written notice sent certified mail (return receipt requested) to the Contractor of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination.

In the event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the Contractor under this agreement shall, at the option of the Department, become its property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials. The Department shall be relieved of liability for costs for any undelivered work as of the effective date of termination and shall be entitled to repayment for any progress payments made on undelivered work.

Notwithstanding the above, the Contractor shall not be relieved of liability to the Department for damages sustained by the Department by virtue of any breach of the Interagency Agreement by the Contractor, and the Department may withhold any payments to the Contractor for the purpose of setoff until such time as the exact amount of damages due the Department from the Contractor is determined.

16. TERMINATION FOR THE CONVENIENCE OF EITHER PARTY:

Either party may terminate this agreement at any time by giving written notice sent certified mail (return receipt requested) to the other party of such termination and specifying the effective date thereof, at least thirty

(30) days before the effective date of such termination. In that event, all finished or unfinished documents and other materials as described in the preceding section shall, at the option of the Department, as provided herein, the Contractor shall promptly submit a statement showing in detail the actual services performed to date of termination. The Contractor shall then be paid the proportion of the total agreement amount which bears the same ratio as the services completed bears to the total scope of services called for in this agreement, less payments of compensation previously made.

17. REMEDIES:

Any claim or controversy arising out of this agreement shall be resolved by the provisions of LSA-R.S. 39:1524 through 1526.

18. MINORITY/WOMEN BUSINESS ENTERPRISE REQUIREMENTS:

The Contractor agrees to ensure that minority/women business enterprises have the maximum opportunity to participate in the performance of this contract and any subcontracts for supplies, equipment, construction, or services that may be let. In this regard, the Contractor shall take all necessary and reasonable steps to ensure that minority/women business enterprises have the maximum opportunity to compete for and perform services relating to this contract.

The following affirmative steps for utilizing MBE/WBEs are required:

1. Solicitations for products or services shall be sent to firms/individuals listed as MBE's and WBE's.
2. Where feasible, divide total requirements into smaller tasks to permit maximum MBE/WBE participation.
3. Where feasible, establish delivery schedules which will encourage MBE/WBE participation.
4. Encourage use of the services of the U. S. Department of Commerce's Minority Business Development Agency (MBD) and the U. S. Small Business Administration to identify MBE/WBE's.



5. Require that each party to a subcontract takes the affirmative steps outlined here.

19. ANTIDISCRIMINATION:

The Contractor agrees to abide by the requirements of the following as applicable: title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, The Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, and Contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

Contractor agrees not to discriminate in its employment practices, and will render services under this contract without regard to race, color religion, sex, sexual orientation, national origin, veteran status, political affiliation, or disabilities.

Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this contract.

20. AMENDMENTS:

No amendment shall be effective unless it is in writing, signed by duly authorized representatives of both parties, and approved by the Louisiana Office of Contractual Review.

THE DEPARTMENT AND THE CONTRACTOR REPRESENT THAT THIS INTERAGENCY AGREEMENT SUPERSEDES ALL PROPOSALS, ORAL AND WRITTEN, ALL PREVIOUS CONTRACTS, AGREEMENTS, NEGOTIATIONS AND ALL OTHER COMMUNICATIONS BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTER HEREOF.

This agreement entered into this 28<sup>th</sup> day of June, 2005 at Baton Rouge, Louisiana.

WITNESSES:

DEPARTMENT OF ENVIRONMENTAL QUALITY

Theresa R. Stevens

By: Thomas C. Bickham, III  
Cyril A. Buchert, Jr. Thomas C. Bickham, III  
Undersecretary Assistant to Secretary

Carrie Wasson

By: Wilbert F. Jordan, Jr.  
Wilbert F. Jordan, Jr.  
Assistant Secretary  
Office of Environmental  
Assessment

Stacey Scitig

CONTRACTOR  
By: Stephen J. Hymel  
Stephen J. Hymel  
Undersecretary

Melodie Corcoran

By: Henry D. Whitehorn  
Henry D. Whitehorn  
Superintendent

APPROVED  
Office of the Governor  
Office of Contractual Review

8

JUL 27 2005  
James R. White  
DIRECTOR

## APPENDIX A

### SCOPE OF SERVICES

#### Operation of the Motor Vehicle Inspection and Maintenance Program

1. Goals and Objectives:

LDEQ is required to administer a vehicle Inspection and Maintenance Program in the Baton Rouge ozone nonattainment area. The Department of Public Safety will provide support services in the Motor Vehicle Inspection and Maintenance Program.

Officers will supervise and audit the operations of the motor vehicle inspections stations in the five-parish Baton Rouge ozone nonattainment area, which includes the parishes of Ascension, East Baton Rouge, Iberville, Livingston and West Baton Rouge. This will include overt, covert and roadside audits. Officers will issue warnings, fines, and revoke the licenses of stations and inspectors as needed.

**Overt Audit:** An officer will utilize the Inspection Station Report to audit the station equipment and files.

**Covert Audit:** An undercover officer, in an unmarked vehicle, will utilize the Inspection Station Report and the Covert Audit Report (Attachment 1) to observe an inspector performing an inspection. An alternative form of covert audit will allow for the observation and/or filming of an inspector performing an inspection.

**Roadside Audit:** A group of no less than three officers will systematically direct vehicles into a secured location and perform an audit utilizing the Roadside Vehicle Emission Audit form (Attachment 2). OBD II testing will be performed only on 1996 and newer model vehicles that have already been tested at an inspection station.

2. Deliverables:

One copy of a written Monthly Report shall be submitted to the LDEQ not later than the 10<sup>th</sup> of each month. One copy of a written Quarterly Report shall be submitted to the LDEQ not later than the 20<sup>th</sup> of the month following the end of each quarter. (See attached work plan and reporting requirement section for details.)

3. Methods used to measure and determine contract performance:

Accomplishment of work plan tasks by DPS determines contract performance.

4. Monitoring Plan:

Monthly and quarterly reports of the work plan activities submitted by DPS will be reviewed by LDEQ and will serve to monitor the work in progress.

## **BUDGET AND REPORTS**

The contract provides \$240,000 for training, travel, acquisitions, salaries and related benefits for four employees.

Quarterly invoices will be submitted to LDEQ Financial Services and will be reviewed and approved by the LDEQ project manager.

## **COST- BENEFIT ANALYSIS**

There are no LDEQ staff trained to perform the tasks required by this contract. DPS has legislative authority for the operation of this program and for the enforcement of the program. It is more cost-effective to the state to utilize the existing trained staff at DPS to perform the support services required in this contract.

**FY 2005 - 2006**  
**DPS OFFICE OF STATE POLICE**  
**I/M WORK PLAN**

STATE: Louisiana

AGENCY: Department of Environmental Quality/ Air Quality Assessment Division

DPS CONTACT: Lt. Clennard Ross, 225-925-6113 x258

DEQ CONTACT: Yasoob Zia, 225-219-3569

**MILESTONES:**

- |  |   |
|--|---|
| 1. By 30th of each month   | 1. Participate in "Audit the Auditor" inspections three days each month with LDEQ.  |
| 2. By 10th of each month   | 2. Submit Monthly Reports.  |
| 3. By Oct. 20, 2005; Jan. 20, 2006;<br>April 20, 2006; July 20, 2006 | 3. Submit Quarterly Reports (Enforcement Information).  |
| 4. By Oct. 31, 2005; Feb. 28, 2006;<br>June 30, 2006                 | 4. Conduct, at a minimum, three overt audits by June 30, 2006, for each inspection station (at least one audit every four months) participating in the I/M Program to include performance, record and equipment auditing. |
| 5. By Dec. 31, 2005; June 30, 2006                                   | 5. Conduct, at a minimum, 1,000 roadside audits by Dec. 31, 2005, and 1,000 roadside audits by June 30, 2006, in compliance with EPA rules and the State I/M Implementation Plan (Attachment 2).                          |
| 6. By June 30, 2006  | 6. Conduct one covert audit annually for each public inspection station participating in the I/M Program (Attachment 1).  |
| 7. As needed   | 7. Revise DPS regulations and training manuals to incorporate DEQ I/M State Implementation Plan revisions including the implementation of OBD II.   |
| 8. As needed   | 8. Assist LDEQ in required I/M Program information dissemination to the inspection stations.  |

9. As needed

10. By October 31, 2005

9. Update and maintain inspector and station information as it pertains to electronic submission.

10. Provide/revise Standard Operating Procedures (SOPs) for covert audits, overt audits and taking enforcement actions against motorists.

## **MONTHLY REPORT REQUIREMENTS**

1. Report the number of inspection stations participating in the I/M Program and any changes from the previous month (new stations/closed stations).
2. Report the number of emission inserts sold.
3. Report the number of overt audits, indicating for each the date of inspection, the station inspected, name of inspector at the station, and the name of the auditor conducting the inspection.
4. Report the number of covert audits, indicating for each the date of the inspection, the station inspected, name of the inspector at the station, and the name of the auditor conducting the inspection (Attachment 1).
5. For file audit purposes, report the station ID, name, date of covert or overt audit, the fine(s) if any, the report number and comments. This information shall be submitted using the DPS File Audit Log (Attachment 1A).
6. The Monthly Report should be submitted by the 10<sup>th</sup> of the month following the end of each calendar month.
7. Provide a paper copy of the MVI Station Report (DPSSE 1024) for each overt and covert station visit.

## **QUARTERLY REPORT REQUIREMENTS**

1. The attached Quarterly Report form (Appendix B) should be used in reporting the work plan activities completed in the quarter.
2. Report the amount of funds expended.
3. Report the number of I/M covert audits conducted.
4. Report the number of I/M overt audits conducted.
5. Report the number of I/M roadside audits and indicate number of warnings issued and compliance received (Attachment 2).
6. Report the number of violation warning notices issued to I/M stations.
7. Report the number of I/M station civil penalties issued.
8. Report the number of I/M station licenses revoked.
9. Report the number of I/M inspector licenses revoked.
10. Report the number of I/M stations licensed.
11. Report the number of I/M inspectors licensed.
12. Report the number of I/M stations closed.
13. Report the number of I/M stations operating (fleet, government, dealer and public).
14. The Quarterly Report should be submitted by the 20<sup>th</sup> of the month following the end of each calendar quarter.

**DPS/OSP  
PROPOSED BUDGET  
FY 2005-2006**

1			
.	<u>DPS Salaries - w/4% Merit Increase</u>		
	Officer (PS-107)	\$ 32,613	
	Sergeant (PS-109, Max)	\$ 40,893	
	Lieutenant (PS-111, Max)	<u>\$ 46,821</u>	
	Base Salary (commissioned officers)	\$ 120,327	
	Office Coordinator 1 (AS-608, Mid)	<u>\$ 25,418</u>	
	Total Base Salaries		\$ 145,745
2			
.	<u>Related Benefits</u>		
	Retirement (19.1%)	\$ 27,837	
	Medicare (1.45%)	\$ 2,113	
	Group Insurance (\$5,516 per position) 4	\$ 22,064	
	Group Life Insurance (\$276 per position) 1	\$ 276	
	Standard Allowance (\$1,378 per position) 3	<u>\$ 4,134</u>	
	Total Related Benefits		\$ 56,424
3			
.	<u>Other Expenses</u>		
	Covert Audits with overtime	\$ 13,800	
	Roadside Audits with overtime	\$ 8,000	
	Administrative	\$ 3,000	
	General Acquisitions	\$ 5,031	
	Travel/Training	<u>\$ 8,000</u>	
	Total Of Other Expenses		\$ 37,831
	Final Total		\$ 240,000



## APPENDIX B

### OPERATION OF THE MOTOR VEHICLE INSPECTION AND MAINTENANCE PROGRAM

#### DEPARTMENT OF PUBLIC SAFETY/OFFICE OF STATE POLICE QUARTERLY REPORT

Report for quarter ending: \_\_\_\_\_

1. Amount of funds expended this quarter \$ \_\_\_\_\_
2. Number of I/M covert audits conducted this quarter \_\_\_\_\_
3. Number of I/M overt audits conducted this quarter \_\_\_\_\_
4. Number of I/M roadside audits conducted this quarter \_\_\_\_\_
- Warnings issued \_\_\_\_\_
- Compliance received \_\_\_\_\_
5. Number of violation warning notices issued to I/M stations this quarter \_\_\_\_\_
6. Number of I/M station civil penalties issued this quarter \_\_\_\_\_
7. Number of I/M station licenses revoked this quarter \_\_\_\_\_
8. Number of I/M inspector licenses revoked this quarter \_\_\_\_\_
9. Number of I/M stations licensed this quarter \_\_\_\_\_
10. Number of I/M inspectors licensed this quarter \_\_\_\_\_
11. Number of I/M stations closed this quarter \_\_\_\_\_
12. Number of I/M stations operating:

	Fleet	Government	Dealer	Public
*July 1, 2005	_____	_____	_____	_____
This quarter	_____	_____	_____	_____
Last quarter	_____	_____	_____	_____

(The number of stations is subject to change due to stations being added or dropped from the program during the year.)

CERTIFIED BY: \_\_\_\_\_ DATE: \_\_\_\_\_

TITLE: \_\_\_\_\_

\*This is the actual number of stations in each category at the start of the new contract year.

## ATTACHMENT 1

### DEPARTMENT OF PUBLIC SAFETY/OFFICE OF STATE POLICE COVERT AUDIT REPORT

Station Name \_\_\_\_\_ Station Number \_\_\_\_\_ Time \_\_\_\_\_

Address \_\_\_\_\_ City/Zip \_\_\_\_\_

Year/Make \_\_\_\_\_ License Plate # \_\_\_\_\_ Safety Sticker # \_\_\_\_\_

Emissions Sticker # \_\_\_\_\_ Rejection Sticker # \_\_\_\_\_

Inspector/computer operator name and driver's license number \_\_\_\_\_

Names and driver's license numbers of all additional inspectors that are assisting in the inspection \_\_\_\_\_

#### INSPECTION ITEMS

\_\_\_\_\_ Driver's License Check

\_\_\_\_\_ Insurance Verification

\_\_\_\_\_ Verify Registration w/VIN

\_\_\_\_\_ Remove Old Sticker

\_\_\_\_\_ Take Charge of Vehicle/Road Test

\_\_\_\_\_ Inside Inspection

\_\_\_\_\_ Steering

\_\_\_\_\_ Suspension

\_\_\_\_\_ Headlights

\_\_\_\_\_ Dimmer Switch

\_\_\_\_\_ Turn Signals (Front/Rear)

\_\_\_\_\_ Horn

\_\_\_\_\_ Back-up Lights

\_\_\_\_\_ Brake Lights

\_\_\_\_\_ Other

\_\_\_\_\_ Windshield Wipers/Washers

\_\_\_\_\_ Window Tint (w or w/o) Meter

\_\_\_\_\_ Tires

\_\_\_\_\_ Visual Anti-Tampering

\_\_\_\_\_ Gas Cap

\_\_\_\_\_ Exhaust

\_\_\_\_\_ Place new sticker or rejection  
on vehicle

\_\_\_\_\_ Authorized inspector (y/n)

\_\_\_\_\_ OBD II

\_\_\_\_\_ Did customer receive VIR

upon failure?

\_\_\_\_\_ Did customer receive proper

instruction on failure resolution?

#### DESCRIBE INSPECTION:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Investigating Officer: \_\_\_\_\_ Date: \_\_\_\_\_

Appendix C

MONITORING REPORT

Date: \_\_\_\_\_

Contractor: \_\_\_\_\_

CFMS Contract No. \_\_\_\_\_

Project Title:

" \_\_\_\_\_ "

Invoice No.: \_\_\_\_\_ Invoice Amount:

\_\_\_\_\_

Total Contract Amount: \$ \_\_\_\_\_ Balance:  
\$ \_\_\_\_\_

Reporting Period: \_\_\_\_\_

Total Invoiced to Date: \$ \_\_\_\_\_

I. WORK COMPLETED TO DATE (ACCORDING TO TYPE CONTRACT):

A. **Percentage of work completed** (include percentage completed and tasks and/or milestones accomplished (give dates)).

B. **Hourly** (include services performed and number of hours worked).

C. **Scope of Services Outlined by Tasks** (include tasks completed or portion of task completed to date).

D. **Detailed Scope of Services** (monthly payments, summary or work completed to date)

E. **Fee Schedule**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

II. FOR EACH PROJECT A NARRATIVE OF IMPLEMENTATION PROGRESS INCLUDING:

A. Tasks and/or milestones accomplished (give dates)

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B. Tasks and/or milestones accomplished with explanation or assessment of:

1. Nature of problems encountered:

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2. Remedial action taken or planned:

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3. Whether minimum criteria for measure can still be met:

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4. Likely impact upon achievement:

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III. DELIVERABLES

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IV. OTHER DISCUSSIONS OF SPECIAL NOTE

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Contractor \_\_\_\_\_  
Signature

Date \_\_\_\_\_

Approval \_\_\_\_\_  
DEQ Project Manager

Date \_\_\_\_\_

FORM DEQ-MR